



## REQUEST FOR PROPOSALS Information Technology Services

### I. Introduction

W.I.B., Inc., dba Chautauqua Works (WIB) is soliciting competitive proposals for a vendor to provide technology services to the WIB and the Chautauqua County One Stop (One Stop) in accordance with the Request for Proposal (RFP) attached herewith.

### II. Proposal Submission

Proposals shall be submitted with the Cover Sheet, Company Information (Attachment A), Scope of Work (Attachment B), Pricing Structure (Attachment C), Certifications (Attachment D) and Signature Sheet (Attachment E) in quadruplicate and shall address all areas noted in this RFP. The signature on the proposal shall be an original in longhand by a principal officer of the company, authorized to duly bind the company.

An original and three (3) copies of each proposal shall be submitted and delivered to:

Kathleen Geise  
Executive Director  
WIB, Inc. dba Chautauqua Works  
4 East Third Street, Suite 102  
Jamestown, NY 14701

Proposals must be **postmarked Friday, September 4, 2026**, or should arrive no later than **4:00 PM, Friday, September 4, 2026**.

**RFP Release Date:** 7/28/26

**Letter of Intent to Bid Due Date:** 8/3/26

**On-Site Evaluation/Assessment:** To be scheduled with Jody Cheney between 8/10/26-8/14/26.

### III. Timeline

**Bidders Conference:** 8/17/26\*  
Workforce Investment Board  
4 E. 3<sup>rd</sup> Street  
Jamestown, NY 14701  
11:00 AM

\*Attendance is only necessary if there are questions after On-Site visit.

**Proposal Due Date:** Postmarked 9/4/26 (or if hand delivered, no later than 4:00 PM 9/4/26).

**Award Announcements:** September 2026

**Target Contract Start Date:** 10/1/26

### IV. Contact Information

For further information or questions, please contact:

W.I.B., Inc. dba Chautauqua Works  
Jody Cheney  
IT / Facilities Director  
4 East Third Street, Suite 102  
Jamestown, NY 14701  
Phone: (716) 487-5171  
Email: [jcheney@chautauquaworks.com](mailto:jcheney@chautauquaworks.com)

## V. Background

The intent of this RFP is to secure a vendor to provide Services for Help Desk; Maintenance and support of current hardware and software; Remote Monitoring; Maintain and manage support contracts, renewals, and upgrades; On and Off site support/maintenance; and make recommendations and provide pricing for new equipment, software, upgrades when needed.

The WIB, A 501 (c) (3) non-profit corporation, oversees the design and delivery of Chautauqua County's locally tailored workforce development system. Customer services are delivered through the One Stop as the entry to the county's seamless employment support system that offers training, education and employment programs designed to meet the needs and demands of the local and regional labor market.

The existing infrastructure is outlined in **Appendix A**.

## VI. Proposal Components

This RFP contains the outline governing the proposal and the material to be included herein; mandatory requirements which must be met to be eligible for consideration; and other requirements to be met by each proposal. PRIOR TO BIDDER PREPARING AND SUBMITTING A BID, IT IS HIGHLY RECOMMENDED THAT THE BIDDER ARRANGE TO VISIT THE TWO SITES AND PERSONALLY REVIEW THE SYSTEMS AND EQUIPMENT. While not an absolute requirement, the WIB reserves the right to reject a bid on the sole basis that the bidder did not perform such a visit. **Proposal must contain the Proposal Cover Sheet and the following attachments:**

- ATTACHMENT A:** Company Information
- ATTACHMENT B:** Scope Of Work
- ATTACHMENT C:** Pricing Structure
- ATTACHMENT D:** Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.
- ATTACHMENT E:** Signature Page

## VII. Contract Award

Contract will be awarded after consideration of the suitability of goods and services proposed to satisfy these specifications, the total cost of such goods, and/or services including all cost elements, and the timelines of the agreed delivery date.

## VIII. Current Client List

A list of references for which the contractor works, or has recently worked, must accompany the proposal. The list shall include a brief description of the services performed, a contact name, his or her phone number and email contact information.

## IX. TAXES

The WIB is a tax-exempt organization. The proposal shall not include any Federal, State or Local excise, sales, transportation or other tax unless Federal or State law specifically levies such a tax on purchases made by a 501 (c) (3) Corporation. Any taxes that are not exempt shall be listed separately as an itemized cost and added into the total net proposal.

## X. RFP Costs and Obligation to Contract

This RFP does not in any way commit the WIB to reimburse the recipients of this request for any costs involved in the preparation and submission of the proposal or other additional presentation. The RFP does not constitute a commitment by the WIB to accept any submitted proposals or to engage the services of any person or entity that submits a proposal for the purchase of the consultant services.

The WIB reserves the right to:

- Request clarifications from any bidder whose submitted proposal in response to this RFP does not include all portions of the Scope of Work. Please note that proposals that do not include all portions of the Scope of Work may be rejected.
- Negotiate a final scope, cost and schedule with the selected bidder.
- Incorporate standard WIB provisions into any contract resulting from this RFP.
- Terminate the RFP process at any time.

## **XI. Proposal Evaluation Criteria**

Proposals will be evaluated based on the following criteria:

- Detail and clarity of response to each of the items requested in Attachments A, B, and C. (10 Points)
- Scope of Work – Help Desk, Maintenance of current equipment/Software, Remote monitoring, Maintenance and management of support contracts, renewals, upgrades; Recommendations for new equipment, software, upgrades; On and Off site support/maintenance. (40 Points)
- Pricing (30 Points)
- Responses provided by references from current and past clients contacted by the WIB during the evaluation period. (5 Points)
- Responsiveness of the bidder to requests for clarification to the proposal. (5 Points)
- Board Considerations (10 Points)
  - Proposer can provide all services within the Scope of Service
  - Proposer capabilities/experience
  - Level of experience in providing services
  - Length of time proposer has provided services
  - State Contracting Pricing for equipment
  - Setup/Onboarding WIB Staff time
  - Implementation/Transition planning
  - Regional Vendor/ Call Center – In house

## **XII. Selection Process**

Proposals will be reviewed and ranked in accordance with the above criteria. Bidders may be asked to formally or informally present their proposals to the WIB staff and/or One Stop staff and/or members of an RFP review subcommittee. Award will not be based solely on the lowest price. The Board will evaluate proposals based on the criteria identified in this RFP, including technical qualifications, experience, proposed approach, references, service capabilities, and overall cost to determine the proposal representing the best value and most advantageous solution.

## **XIII. Contract Period**

Contracts negotiated as a result of this request may commence on October 1, 2026 and end September 30, 2027. Up to three (3) one-year contract extensions past September 30, 2027, may be considered, depending on satisfactory performance of contract conditions, available funding and at the discretion of the WIB.

## **XIV. Certification of Independent Price Determination**

By submission of this proposal, each bidder certifies that in connection with this procurement:

- The prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter related to such prices with any other bidder or competitor.
- No attempt has been made or will be made by the bidder to induce any other person or competitor to submit or not submit a proposal for the purpose of restricting competition.

## **XV. Indemnification**

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As a result of any contract resulting from RFP, the Bidder shall hold the WIB and its employees harmless from any and all losses, claims, liens, demands and causes of actions of any kind or character, including but not limited to, judgments, penalties, interest, court costs, and legal fees incurred by the WIB on behalf of any party, in connection with or arising directly or indirectly from this Agreement. The Bidder shall investigate, handle, respond to, and defend any such claims, demands or suits at his sole expense, and shall bear all other related costs and expenses even if such claims, demands or suits are groundless, false or fraudulent. In 5-322.1 of the New York General Obligations Law or any other applicable legal prohibition, the foregoing provisions shall not be construed to indemnify the WIB for damage arising out of bodily injury to persons or property caused by or resulting from the sole negligence of WIB employees.

The term "employee" shall include all officers, their agents, servants, advisory board members and/or volunteers serving the WIB.

## **XVI. Insurance Requirements**

At all times during the term of any contract resulting from this RFP, the Bidder shall maintain at his own cost the following insurance and shall provide proof therefore to the WIB, in the form of a Certificate of Insurance, prior to the commencing work under the contract:

- a) Statutory Worker's Compensation coverage in compliance with the Compensation Law of the State of New York (Form C-105.2). In the event the statute does not require coverage of Service Provider, Service Provider must complete NYS Workers' Compensation Form C-105.21 and provide the WIB with a properly executed copy thereof.
- b) Statutory New York State Disability coverage in compliance with the New York State Disability Benefits Law. Service Provider must complete NYS Disability Form DB-120.1 and provide the WIB with a properly executed copy thereof.
- c) General Liability Insurance coverage in the comprehensive or commercial general liability form including blanket contractual coverage for the operation of the program under the contract in the amount of \$1,000,000.00. This insurance shall include coverage for bodily injury and property damage and shall be on an occurrence form with a waiver of subrogation. WIB must be listed as additional named insured.
- d) Automobile liability insurance for all owned, leased, or non-owned vehicles in the amount of \$1,000,000.00 per occurrence. This insurance shall include coverage for bodily injury and property damage. WIB must be listed as additional named insured.

## **XVII. Termination**

**A. Termination for Convenience.** The Workforce Development Board dba Chautauqua Works may terminate this Agreement, in whole or in part, at any time and for any reason, upon thirty (30) calendar days' written notice to the Vendor. The Vendor may terminate this Agreement upon ninety (90) calendar days' written notice, provided such termination will not adversely affect the continuity of services and the Vendor fully cooperates in the transition of services.

**B. Termination for Cause.** The Workforce Development Board dba Chautauqua Works may terminate this Agreement immediately, or on a date specified in the notice of termination, if the Vendor:

1. Materially breaches any term or condition of this Agreement and fails to cure the breach within thirty (30) calendar days after written notice;
2. Fails to perform the services in accordance with the performance standards or service levels established under this Agreement;
3. Violates any applicable federal, state, or local law, regulation, or policy governing the services provided;
4. Fails to maintain required licenses, certifications, insurance, or security controls;
5. Becomes insolvent, files for bankruptcy, or ceases business operations; or
6. Fails to protect confidential information or personally identifiable information in accordance with applicable federal and New York State requirements.

**C. Termination Due to Funding or Government Action.** This Agreement is contingent upon the continued availability of Workforce Innovation and Opportunity Act (WIOA) funding and any other applicable federal or state funding. The Workforce Development Board may terminate this Agreement immediately or upon written notice if:

1. WIOA or other funding is reduced, suspended, or discontinued;
2. The New York State Department of Labor, the U.S. Department of Labor, or another authorized governmental entity directs or requires termination;
3. Applicable laws, regulations, or grant conditions are modified such that continued performance under this Agreement is no longer permissible or practicable.

The Vendor shall not be entitled to compensation for services not performed after the effective date of termination or for anticipated profits, consequential damages, or termination costs, except for allowable costs incurred and accepted by the [Workforce Development Board/Recipient] before the effective date of termination.

**D. Transition of Services.** Upon expiration or termination of this Agreement, the Vendor shall cooperate fully with the Workforce Development Board dba Chautauqua Works to ensure an orderly transition of services. Such cooperation shall include the timely transfer of data, documentation, system configurations, administrative credentials, and other information necessary for continued operations.

**E. Return and Protection of Data.** Within ten (10) business days following termination, or such other period specified by the Workforce Development Board dba Chautauqua Works, the Vendor shall:

1. Return all data, records, reports, and other information belonging to the Workforce Development Board dba Chautauqua Works in a mutually agreed, industry-standard electronic format;
2. Return or destroy all confidential information and personally identifiable information as directed by the Workforce Development Board dba Chautauqua Works, unless retention is required by law;
3. Provide written certification, upon request, that all copies of such information have been securely destroyed in accordance with applicable industry standards and legal requirements.

**F. Records Retention and Audit.** Notwithstanding termination or expiration of this Agreement, the Vendor shall retain all records relating to this Agreement for the period required under applicable federal and New York State law, including WIOA and 2 CFR Part 200, and shall make such records available for inspection, audit, or examination by the U.S. Department of Labor, the New York State Department of Labor, the Comptroller General of the United States, the New York State Comptroller, and other authorized governmental representatives.

**G. Survival.** The provisions governing confidentiality, data security, records retention, audit, intellectual property, indemnification, limitation of liability, and any other provisions that by their nature are intended to survive termination shall remain in full force and effect after termination or expiration of this Agreement.

## **XVIII. Procurement Protest, Dispute, and Appeals**

### **A. Procurement Protest**

Any actual or prospective proposer who is aggrieved in connection with the solicitation, evaluation, or award of this Request for Proposals (RFP) may submit a written procurement protest.

A protest must:

Be submitted in writing to Katie Geise/Executive Director no later than ten (10) business days after the event giving rise to the protest or, in the case of an award protest, within ten (10) business days after the notice of intended award.

Clearly identify the solicitation number, the protester's name and contact information, the specific grounds for the protest, and the relief requested.

Include all supporting documentation upon which the protest is based.

The Workforce Development Board dba Chautauqua Works reserves the right to reject any protest that is untimely, incomplete, or fails to state sufficient grounds.

### **B. Review Process**

Upon receipt of a timely protest, the Workforce Development Board dba Chautauqua Works shall review the protest and may request additional information from the protesting party or other interested parties.

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A written determination will be issued within thirty (30) calendar days whenever practicable. The determination shall state the basis for the decision and shall be final unless further review is available under applicable state or federal law.

The filing of a protest shall not require the suspension of the procurement process unless the Workforce Development Board dba Chautauqua Works determines that such action is in its best interest.

## **C. Contract Disputes**

Any dispute arising under a contract awarded as a result of this RFP shall first be addressed through good-faith negotiations between the parties.

If the dispute cannot be resolved through negotiation, either party may submit the dispute to the Executive Director of the Workforce Development Board dba Chautauqua Works for written review and determination. Nothing in this section limits either party's rights or remedies available under applicable law or the executed contract.

## **D. Funding Agency Rights**

Because this procurement is funded, in whole or in part, through the Workforce Innovation and Opportunity Act (WIOA), the successful proposer shall comply with all applicable federal, state, and local laws, regulations, grant conditions, and procurement requirements.

Nothing contained in this section shall be interpreted to limit the oversight, monitoring, audit, or enforcement authority of the U.S. Department of Labor, the New York State Department of Labor, the New York State Office of the State Comptroller, or any other authorized governmental agency.

## **E. Costs**

Each proposer shall bear its own costs associated with preparing, submitting, or pursuing a proposal, protest, appeal, or dispute. The Workforce Development Board dba Chautauqua Works shall not be liable for any costs or expenses incurred by a proposer in connection with this procurement, regardless of the outcome.

## **XIX. Payment**

Financial obligations of the WIB payable after the start of the fiscal year are contingent upon funds being appropriated, budgeted, and otherwise made available. In the event funds are not available, any resulting contract will become null and void, without penalty to the WIB. Payments are issued for services rendered and equipment purchased.

## **Price Adjustments**

Prices shall remain firm for the initial contract term.

Any price adjustment for renewal periods shall not exceed the percentage change in the Consumer Price Index (CPI-U), or three percent (3%) annually, whichever is less, unless otherwise approved in writing.



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## APPENDIX A

## Facts

- 2 Locations      Chautauqua Works      **and**      Chautauqua Works  
                         4 East Third Street, Suite 102      407 Central Avenue  
                         Jamestown, NY 14701      Dunkirk, NY 14048
- Number of Users
  - Jamestown – 18 Staff (subject to change)
  - Dunkirk – 4 Staff (subject to change)
- Servers are located in the Jamestown location and the two offices are connected through fiber provided by DFT Communications (10 mg)
- Servers, laptops, desktops, printers are all HP
- Lanier Scanner/Fax/Printers
  - 4 – Jamestown
  - 2 - Dunkirk
- Operating Systems
  - Servers – Windows Server 2019 Standard
  - Laptops/Desktops – Win11
- Programs/Software
  - Sophos Central Intercept X
  - Acronis Cloud Back Up
  - Synology DiskStation-Storage system for Acronis Cloud Backup
  - Microsoft O365
  - Abila MIP Fund Accounting
  - ZIX Spam Filter
  - KnowBe4 Security and Compliance Training
  - VPN AnyConnect
- Equipment
  - Jamestown
    - Meraki MS130-48 Port POE Switches – 4
    - UPS – 4
    - Meraki WAP – 3
    - Servers – 1 Hyper V Host
      - CW-DC2 – Domain Controller
      - CW-DC3 – Domain Controller
      - CW-FS – File Server
    - Meraki Firewall – 1
    - Laptops – 15
    - Desktops – 52
    - Printers – 11
    - VoIP Telephones/Polycom - 55
  - Dunkirk
    - Meraki MS130-48 Port POE Switch – 1
    - WAP – 2
    - Meraki Firewall – 1
    - UPS – 1
    - Laptops – 4
    - Desktops – 18
    - Printers – 3
    - VoIP Telephones/Polycom - 28

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The logo for American Job Center, featuring a green swoosh above the text "americanjobcenter" in a lowercase, sans-serif font.

\*State Pricing Contractors are preferred for purchasing of equipment

## Current Services Purchased

- Services
  - Help Desk – (currently the average number of calls to the Help Desk per month is 3-5) to include
    - Workstation troubleshooting
    - Support for Windows based desktops/laptops and supported applications
    - Support for custom/vertical applications if support documentation provided
    - Network/Internet connectivity issues
    - Iphone/Android Connectivity Support
    - Desktop peripheral hardware issues (Printers, keyboards, monitors, mouse, etc.)
    - Use of Remote Control to resolve issues
    - Basic “How to” questions
    - Connectivity, POS, OS, Remote Access, Peripherals, Spyware, AntiVirus, and after hours answering service
    - Server based password resets
    - User add, moves, changes in Active Directory
    - User Administration of Microsoft O365 or hosted e-mail applications
    - Firewall troubleshooting
    - Server diagnostic and troubleshooting
    - Configure new desktops/laptops
    - Install network printers
  - Maintain current equipment/software
  - Remote Monitoring
  - Maintain and manage support contracts, renewals, upgrades
    - HP Proliant DL380 G10
    - RMM Backup Acronis
    - RMM Servers/UP/Down
    - Zix Protest Premium
    - Sophos Central Intercept X Advanced w/XDR/MTR subscription license
    - Sophos Central Intercept X Advanced for Server W/EDR/MTR Advanced subscription license
    - Meraki MX Medium Essentials Subscription license MX80
    - Meraki MS Smalol Essentials Subscription license MX64
    - Meraki MS 100 Large Essentials Subscription license MS220-48 5 devices/switches
    - Meraki MR Essentials Subscription license Monthly Access points
    - Cisco Any Connect Plus
    - Baas by Acronis for 2TB
    - KnowBe4-Support/Setup per year
    - Microsoft 0365 licenses
    - Patch My PC Enterprise Plus subscription
    - Cloud Services Consumption
  - Make recommendations for new equipment, software, upgrades





**Workforce Investment Board RFP for IT Services  
PROPOSAL COVER SHEET**

Please note that this document was created in WORD using the forms option with the lock on. By leaving the lock on you can "tab" through to each question. To unlock the document and use it as a regular word document, choose "REVIEW" on the main menu, next choose "RESTRICT EDITING" then choose STOP PROTECTION. Enter the password RFP. ***Please be aware that data entered in the locked mode will be lost if the lock is toggled on and off.***

**Name of Proposing Entity:**

**Name and Title or Entity CEO:**

**Mailing Address:**

**Name of Signatory Authority:**

**Title of Signatory Authority:**

**Contact Name (Proposal Liaison)**

**Title of Contact**

**Contact Phone Number:**

**Contact Fax Number:**

**Contact e-mail:**

**Legal/Tax Status**

**(Check all that apply)**

☐ Public ☐ Private ☐ for Profit ☐ Not for Profit  
☐ Corporation ☐ Partnership ☐ Sole Ownership ☐ Other

**State Controller ID Number:**

**Federal Tax ID Number:**

**Is your company a New York State Contract Pricing Vendor?** ☐ Yes ☐ No

**NYS Contract Number:**

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**Proposal Checklist**

|                                                             |                                                           |
|-------------------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> Proposal Cover Sheet               | <input type="checkbox"/> Attachment C – Pricing Structure |
| <input type="checkbox"/> Attachment A – Company Information | <input type="checkbox"/> Attachment D - Certifications    |
| <input type="checkbox"/> Attachment B – Scope of Work       | <input type="checkbox"/> Attachment E - Signature Page    |

## ATTACHMENT "A"

### **Company Information**

Detailed history including, as a minimum:

- a) Company History
- b) Experience and Expertise
- c) Staffing and capacity to complete the Scope of Work
- d) Current Client List and Contact Information that are similar in size and scope
- e) Client references
- f) Other Information as considered relevant by the Bidder

## ATTACHMENT "B"

### Scope of Work

The following defines the minimum scope of work as defined by the WIB. Bidder should use this as a guide and use his/her expertise to include additional detail and suggestions regarding additional scope items that may be necessary or desirable for a complete and efficient system. All proposals must include service for all components of the Scope of Work. The WIB reserves the right to reject a proposal on the sole basis that the bidder did not address all components of the Scope of Work.

(If a response to a specific question below is addressed in your RFP response, please indicate the page # it is addressed on in the response area below).

#### 1. Provide Help Desk Services

- 24/7 Real time trouble shooting & remediation ☐Yes ☐No
- US Based agents ☐Yes ☐No
- Call Center – In house (not outsourced) ☐Yes ☐No
- HDI Certified ☐Yes ☐No
- Agents – Minimum CompTIA A+ certification ☐Yes ☐No
  - Please list additional certifications, if any

#### 2. Maintenance of current equipment/software

- SOCS Security Certificate ☐Yes ☐No
  - Please list additional certifications, if any

#### 3. Remote Monitoring

- Network Operations Center Engineers have a minimum certification of:
  - CompTIA Network+ ☐Yes ☐No
  - Server+ ☐Yes ☐No
  - Please list additional certifications, if any

#### 4. Maintenance and Management of Support Contract, Renewals, Upgrades.

- #### 5. Make any recommendations for new equipment, software, upgrades that you feel will need to be addressed within next 4 years. (eg. deploy, and maintain a fully localized, private Artificial Intelligence (AI) solution). Please include approximate costs of equipment needed and approximate cost to install.

Recommendation #1 ( if applicable):

Approximate cost of equipment:

Approximate cost to install:

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Recommendation #2 (if applicable):

Approximate cost of equipment:

Approximate cost to install:

Recommendation #3 (If applicable):

Approximate cost of equipment:

Approximate cost to install:

- Can you provide State Contract Pricing on Equipment? ☐Yes ☐No

6. Assessment – Assessment of the current state of hardware and software at each site given the scope of work requested and any additional considerations not addressed herein.
7. Support and maintenance schedule – both onsite and off, including:
  - a) Responsiveness to hardware support requests.
  - b) Responsiveness to software support requests.
  - c) Responsiveness to critical hardware and or software failures.
8. If the Bidder's proposal includes the provision of ongoing services such as acting as an ISP or other critical function, the Bidder will provide detail of any backup systems used to maintain critical services such as email and internet access in the event of local power failure or other emergency.

## ATTACHMENT "C"

### Pricing Structure

The Bidders should provide as much detail as possible and the cost for each of the following:

- Help Desk
  - Total Anticipated Annual Cost
- Maintenance of Current Hardware/Software
  - Total Anticipated Annual Cost
- Remote Monitoring
  - Total Anticipated Annual Cost
- Maintenance and Management of Support Contracts, Renewals, Upgrades
  - Total Anticipated Annual Cost
- On and Off site support/maintenance/repair/troubleshooting.
  - Please indicate rates
- Special Project Pricing – eg. Installation costs of new equipment, upgrading or installing new software, configuration, imaging of laptops/desktops, travel, labor, etc. (Include Skillset/Resource Level, Description of Services for each, and hourly rate)

| Skillset/Resource Level | Description | Hourly Rate |
|-------------------------|-------------|-------------|
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Complete a pricing table with **APPROXIMATE** information:

| Service                     | Unit of Measure | Standard Rate | Number of Hours to Complete | Notes |
|-----------------------------|-----------------|---------------|-----------------------------|-------|
| New PC Setup & Deployment   | Per Device      |               |                             |       |
| Printer Installation        | Per Device      |               |                             |       |
| Server Installation         | Per Server      |               |                             |       |
| Virtual Server Deployment   | Per Server      |               |                             |       |
| Network Switch Installation | Per Server      |               |                             |       |
| Software Deployment         | Per Application |               |                             |       |
| Data Migration              | Per User        |               |                             |       |
| Project Management          | Per Hour        |               |                             |       |

- Any other costs, please list (eg. On-Boarding, annual increases on services, etc.)
  - Please indicate rates

## ATTACHMENT "D"

### CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

#### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000 as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

(b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant, or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative

agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

#### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the



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offenses enumerated in paragraph A (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause of default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant that it will or will continue to provide a drugfree workplace by:

(a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a):

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will:

1. Abide by the terms of the statement and:

2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction:

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (dx2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title to: Director, Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (dx2), with respect to any employee who is so convicted.

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street, address, city, county, state, zip code).

### DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, subpart F, for grantees, as defined at 34 CFR Part 85, Section 85.605 and 85.610-

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A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

☐ Check if there are workplaces on file that are not identified here.

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As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

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NAME OF APPLICANT/GRANTEE/SUBGRANTEE

---

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

---

SIGNATURE

---

DATE

## Other Responsibility Matters

It is the policy of the WIB to include all of the following provisions, as applicable, in all contracts (including small purchases) with vendors and sub-grants to grantees:

## Other Responsibility Matters

The contractor agrees to be in compliance with the applicable standards, orders, and/or requirements issued under:

1. **Equal Employment Opportunity:** All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. **Copeland "Anti-Kickback" Act (40 U.S.C. 3145):** All contracts and subgrants in excess of \$2,000 for construction or repair awarded by the WIB and its subrecipients shall contain a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations 29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." This Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The WIB must report all suspected or reported violations to the Federal awarding agency.
3. **Davis-Bacon Act, as amended (40 U.S.C. 3141-3148):** If included in the federal agency's grant program legislation, all prime construction contracts of more than **\$2,000** awarded by the WIB and its subrecipients shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and as supplemented by Department of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). In accordance with this statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The WIB must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract must be conditioned upon the acceptance of the wage determination. The must report all suspected or reported violations to the Federal awarding agency.
4. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708):** [Where applicable] All contracts awarded by the WIB in excess of \$2,000 for construction contracts and in excess of \$100,000 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The

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requirements of 40 U.S.C 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. **Rights to Inventions Made Under a Contract or Agreement:** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement” the recipient or subrecipient must comply with the requirements of 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
6. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended:** Contracts and subgrants of amounts in excess of **\$150,000** must contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Contractor agrees to be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the **Energy Policy and Conservation Act** (42 U.S.C.6201). Contractor agrees to be in compliance with the applicable standards, orders, and/or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, E.O. 11738 and Environmental Protection Agency regulations, and maintain mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). Contractor agrees to be in compliance with the applicable standards, orders, and/or requirements issued under; to maintain a drug free environment and adhere to all Federal, State, and local rules and regulations governing employee(s), including the payment of Workers’ Compensation, the Occupational Safety and Health Act, the Contract Work Hours and Safety Standards Act (sec. 103, 107), as well as those specific statutes which bar discrimination on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, marital statute, criminal conviction, or status as an employee or WIOA participant. The contractor must be in compliance with all applicable business licensing, taxation, and insurance requirements.
7. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** For all contracts or sub-grants of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that

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takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier o tier up to the non-Federal award.

8. **Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR 1986 Comp., p. 189) and 12689 (3 CFR 1989 Comp., p.235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. **Procurement of Recovered Materials (Compliance with § 200.323):** A Non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
10. **Remedies:** All contracts in excess of the small acquisition threshold currently set at **\$150,000**, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where **contractors violate or breach contract terms, and provide sanctions and penalties as appropriate.**
11. **Termination:** All contracts in excess of \$10,000 must address termination for cause and convenience by the WIB, including the manner by which termination shall be effected and the basis for settlement.
12. **Record Retention Requirements:** The contractor shall establish and maintain for at least eight (8) years from the termination of this Agreement, unless otherwise notified by the WIB, such records as are required by the WIB to substantiate any payment under this Agreement. These records include, but are not limited to, all fiscal records, payroll and purchases, participant attendance records, as well as participant completion, placement and retention information, etc. The contractor shall maintain records in a manner so that administrative costs necessary and incidental to this Agreement may be repeatedly identified from costs chargeable to other categories.
13. **Priority of Service:** The Chautauqua WIB has established a Priority of Services Policy that the contractor must follow when it applies to the delivery of services funded by WIOA funds. It is the contractor's responsibility to be compliant to the effective policy. The policy can be found at the [www.chautauquaworks.com](http://www.chautauquaworks.com)

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14. **Buy American Notice Requirement:** The contractor assures that, to the greatest extent practicable, all equipment and products purchased with funds made available under the Workforce Innovation and Opportunity Act will be American made. See WIOA Section 502– Buy American Requirements.

WIOA Reference: SEC. 502. BUY-AMERICAN REQUIREMENTS.

(a) COMPLIANCE WITH BUY AMERICAN ACT — None of the funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) may be expended by an entity unless the entity agrees that in expending the funds the entity will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the “Buy American Act”).

(b) SENSE OF CONGRESS; REQUIREMENT REGARDING NOTICE—

(1) PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS — In the case of any equipment or product that may be authorized to be purchased with financial assistance provided using funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), it is the sense of Congress that entities receiving the assistance should, in expending the assistance, purchase only American-made equipment and products.

(2) NOTICE TO RECIPIENTS OF ASSISTANCE — In providing financial assistance using funds made available under title I or II or under the Wagner-Peyser Act, the head of each Federal agency shall provide to each recipient of the assistance a notice describing the statement made in paragraph (1) by Congress.

(c) PROHIBITION OF CONTRACTS WITH PERSONS FALSELY LABELING PRODUCTS AS MADE IN AMERICA.—If it has been finally determined by a court or Federal agency that any person intentionally affixed a label bearing a “Made in America” inscription, or any inscription with the same meaning, to any product sold in or shipped to the United States that is not made in the United States, the person shall be ineligible to receive any contract or subcontract made with funds made available under title I or II or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), pursuant to the debarment, suspension, and ineligibility procedures described in sections 9.400 through 9.409 of title 48, Code of Federal Regulations, as such sections were in effect on August 7, 1998, or pursuant to any successor regulations.

15. **Salary and Bonus Limitations:** In compliance with Public Laws 110-161, none of the federal funds appropriated in the Act under the heading ‘Employment and Training’ shall be used by a subrecipient of such funds to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. This limitation shall not apply to vendors providing goods and services as defined in OMB Uniform Guidance. See Training and Employment Guidance Letter number 5-06 for further clarification. Where applicable, the grantee agrees to comply with the Salary and Bonus Limitations.
16. **Veterans’ Priority Provision:** Federal grants for qualified job training programs funded, in whole or in part, by the U.S. Department of Labor are subject to the provisions of the “Jobs for Veterans Act” (JVA), Public Law 107-288 (38 USC 4215). The JVA provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services. Please note that to obtain priority service, a person must meet the program’s eligibility requirements. Training and Employment Guidance Letter (TEGL) No. 10-09 (November 10, 2009) and Section 20 of the Code of Federal Regulations (CFR) Part 1010 (effective January 19, 2009) provide general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. Where applicable, the grant applicant agrees to comply with the Veteran’s Priority Provisions.
17. **Prohibition on Certain Telecommunications and Video Surveillance Equipment and Services Provision:**
- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
    - (1) Procure or obtain covered telecommunications equipment or services;
    - (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or



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- (3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.
- (b) As described in section 889 of Public Law 115-232, “covered telecommunications equipment or services” means any of the following:
- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
  - (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
  - (3) Telecommunications or video surveillance services provided by such entities or using such equipment;
  - (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country;
- (c) For the purposes of this section, “covered telecommunications equipment or services” also include systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- (d) In implementing the prohibition under section 889 of Public Law 115-232, heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.
- (e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.
- (f) For additional information, see section 889 of Public Law 115-232 and § 200.471.



**ATTACHMENT "E"**

**I, THE UNDERSIGNED, ATTEST UNDER PENALTY OF PERJURY THAT I AM AN AUTHORIZED REPRESENTATIVE OF THE Bidder/Contractor and that the foregoing statements are true and accurate.**

**Signature of  
Authorized Representative:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_